

Browne  
PLM-2

15045

DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

*Request for Reimbursement of*

FILE: B-198699

DATE: October 6, 1980

MATTER OF: Darwin L. Lee - Forfeited hotel deposit

DIGEST: An employee of GSA in Portland, Oregon, deposited \$33 for a hotel reservation in connection with temporary duty travel to Washington, D.C. The employee became ill, the travel was cancelled and, although hotel was notified of cancellation, the deposit was forfeited. Employee may be reimbursed for the forfeited hotel deposit. See Matter of Chris C. Rainey and Sidney A. Morse, B-194158, B-194900 (59 Comp. Gen. \_\_\_\_), July 18, 1980.

By a letter dated April 30, 1980, Ronald J. Boomer, an authorized certifying officer with the General Services Administration (GSA), requests an advance decision on the request of Darwin L. Lee for reimbursement of a hotel deposit in the amount of \$33 which he forfeited after temporary duty travel was cancelled.

The record shows that Mr. Lee, an employee of GSA whose official duty station is Portland, Oregon, was scheduled for temporary duty in Washington, D.C., from March 26 until April 22, 1980. He paid an advance deposit of \$33 to the Park Central Hotel in Washington, D.C. On March 17, 1980, Mr. Lee became ill and on March 24, 1980, his assignment was cancelled. An official at the Portland Field Office, GSA, telephoned the hotel on March 24 to cancel the reservation. However, the cancellation was not confirmed in writing. Afterwards, the hotel would neither acknowledge the cancellation nor refund the deposit.

The certifying officer inquires if Mr. Lee may be reimbursed for the forfeited deposit in these circumstances under the authority of our decision B-148550, published at 48 Comp. Gen. 75 (1968). In that decision we permitted the reimbursement of a forfeited hotel deposit when official travel was cancelled. That decision was recently affirmed in Matter of Chris C. Rainey and Sidney A. Morse, B-194158, B-194900 (59 Comp. Gen. \_\_\_\_), July 18, 1980, in which we stated "when an employee or member of the uniformed services in reasonable

~~112276~~ 113471

B-198699

expectation of ordered travel reserves a room for which he must pay a deposit and forfeits that deposit because his official travel is cancelled, the Government will reimburse reasonable costs incurred."

While the official travel in Rainey and Morse was cancelled by the Government for official reasons, the holding in 48 Comp. Gen. 75 extends to circumstances where travelers cannot use reserved accommodations for reasons beyond their control. Thus, we see no reason why the rule stated in Rainey and Morse should not apply when travel is cancelled due to an employee's illness. In this regard we note that paras. 2-1.4 and 1-7.5b(4) of the Federal Travel Regulations permit return travel and continued per diem when an employee on temporary duty becomes incapacitated due to illness or injury.

An employee whose temporary duty is cancelled is required to take steps to minimize costs associated with the cancelled assignment. In view of the fact that Mr. Lee's temporary duty was cancelled only 2 days before his scheduled arrival in Washington, D.C., we believe GSA officials acted reasonably in cancelling the reservation by telephone. There is no indication that written confirmation would have avoided forfeiture of the deposit, although in cases where time warrants written confirmation of the cancellation would be a matter of reasonable diligence on the employee's part.

Accordingly, the request of Mr. Lee for reimbursement of \$33 for a forfeited hotel deposit may be paid, if otherwise proper.

For the

*Milton J. Roeder*  
Comptroller General  
of the United States